

**Drug Court Partnership  
2008-2009  
TERMS AND CONDITIONS**

**I. Authority**

Authority to grant funds is provided by Health and Safety Code (HSC) Sections 11970.1 through 11970.35.

**II. Term of Funding**

- A. State General Funds (SGF) in the amount shown on the Notice of Grant Award (NGA) is granted beginning July 1, through June 30,.
- B. The County awarded funding (Grantee) may be awarded additional funds on an annual basis, provided funding is available and the California State Department of Alcohol and Drug Programs (Grantor) determines satisfactory performance in relation to the Multi-Agency Plan (MAP) submitted to and approved by the Grantor, attached and incorporated into this Agreement, and the Statewide Evaluation (see Section VII).
- C. The Grantee will follow the program goals and objectives, tasks and time frames as outlined in its MAP and incorporated by this reference.

**III. Fiscal Terms and Conditions**

- A. As provided in Section V, Subsection E of the Drug Court Partnership Program Request for Applications, which is incorporated by this reference, allowable costs are those costs directly related to the Grantee's Multi-Agency Plan presented in a budget within the MAP and unfunded by other resources. The Grantor's Project Coordinator (Project Coordinator) must approve any modification of the budget in writing. Grantees are prohibited from supplanting existing funding for any drug court-related activity or substance abuse treatment.
- B. It is agreed that if the State Budget Act or other legislative action results in insufficient funding for this Grant, this Grant shall be invalid and have no further force and effect. In this event, the Grantor shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant and the Grantee shall not be obliged to perform pursuant to any provisions of this Grant.

Grantees are required to provide a local support match of ten percent (10%) the first two years of grant award and 20 percent (20%) thereafter. The match is defined as identified local funds or in-kind resources devoted to supporting the countywide application. To the extent permitted by law and regulation, match funds may include federal funds, county general funds, city general funds, and private funding.

## IV. Budget

- A. The budget format consists of budget categories and line items. There are two budget categories: 1) treatment-related costs; and 2) Non-treatment related (i.e. court related and administrative costs), as specified below.

Treatment-Related Costs include:

- Assessment
- Acupuncture
- Childcare
- Client transportation – This may include public transportation or taxis. However, funds shall not be used to purchase or maintain a client's private vehicle.
- Day-care habilitative substance abuse treatment
- Detoxification
- Drug Testing
- Job Placement
- Non-residential treatment
- Public Prevention Counseling
- Personnel/fringe benefits
- Residential Treatment
- Vocational Counseling
- Other, anything not listed but pertains to Treatment-Related Costs

Non-Treatment -Related Costs Include:

- Consultants
- Data Collection Costs
- Equipment (i.e. computer, modem, printer, etc.)
- Facilities
- Personnel/fringe benefits
- Supplies
- Training
- Travel
- Other, anything not listed but pertains to Non-Treatment-Related Costs

- B. Instructions for budget modifications are as follows:

1. A Grantee may shift up to ten percent (10%) of the total budget amount within each distinct budget category. The Grantee shall notify the Project Coordinator in writing of the changes and submit with the quarterly invoices justifying the line item change(s).

2. A singular or cumulative shift in excess of 10 percent (10%) of the amount within the budget category requires prior written approval from the Project Coordinator.
3. All requests for approval of budget modifications must include the following:
  - (a) A written statement of the modification requested.
  - (b) A detailed description of why the modification is necessary.
  - (c) The adverse effects of not approving the requested modification.
  - (d) A revised budget with columns showing the original budget amounts, modifications, and new budget amounts.
- C. All budget modifications, excluding the modifications described in Section IV, B.1., require review and approval from the County Alcohol and Drug Administrator and the Project Coordinator prior to implementation. The Grantor reserves the right to reject any request to modify the line item budget. Modification implemented prior to approval may result in an adverse audit finding.

## **V. Claim Procedures**

- A. A Grantee will be reimbursed in arrears for actual allowable costs incurred under the Grant program.
- B. A Grantee must seek reimbursement from the Grantor by submitting a completed DCP Quarterly Reimbursement Claim Form (claim form). The claim form shall include all grant-related costs for the billing period and shall be submitted each quarter of the project year. The claim form is due no later than 30 days after the end of each quarter.
- C. The claim form will be processed after the Program Coordinator has received the quarterly report (as required in Section X, Paragraph A and Paragraph B) for the billing period covered in the invoice.
- D. The Reimbursement Claim Forms shall be submitted to:

Department of Alcohol and Drug Programs  
Office of Criminal Justice and Collaboration  
Drug Court Coordinator  
1700 K Street, 5<sup>th</sup> Floor  
Sacramento, CA 95811-4037.

- E. The Reimbursement Claim Forms must be reviewed and approved by the Project Coordinator prior to submission to the Grantor's Accounting Section for payment.

## **VI. Program Modifications**

- A. A Grantee may request in writing to alter the goals, objectives, time frames, tasks, etc., of the MAP during the grant award period. The Grantee must have written approval from the Project Coordinator prior to implementing any program modifications. Any modifications made prior to obtaining written approval will result in denial of payment for all charges related to the modifications made.
- B. The Project Coordinator may deny requests for modifications that move the project outside of the scope of the DCP Program or impede the Statewide Evaluation of the DCP Program. Denials shall be based solely on the discretion of the Project Coordinator, and not subject to appeal.
- C. In the event of a change in law that affects this Grant, the parties, the Grantor and Grantee agree to amend the effected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Grant are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Grant will remain in effect.

## **VII. Statewide Evaluation Requirements**

- A. A Grantee will participate in the Statewide Evaluation of the DCP Program.
- B. A Grantee shall provide all requested information for the statewide data collection system. This information will include, but may not be limited to, the outcome measures for data collection as noted below.

The collected data will demonstrate the efficiency and effectiveness of the type of drug court implemented by the Applicant pursuant to the Act. The statewide evaluation format and criteria will be based on the type of drug court funded and the statewide evaluation design. The outcome measures may include, but are not limited to, the following:

- 1) Demographic information.
- 2) Medical information.
- 3) Family and social status information.
- 4) Drug and alcohol use information,
- 5) Legal,<sup>1</sup> and/or
- 6) Other pertinent data to be determined based on the type of drug court funded.

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<sup>1</sup> Such as criminal history and criminal activities.

## **VIII. Record Keeping Requirements**

- A. Accurate fiscal records and supporting documentation shall be maintained by the Grantee to support all claims for reimbursement. Fiscal and program records shall be retained for three years from the date final payment is made.
- B. The Grantee shall allow representatives of the Grantor access to records as needed for monitoring activities and audits.

## **IX. Site Visits and Audits**

- A. By accepting these grant funds, the Grantee agrees to participate in site visits and/or audits as requested by the Grantor. Site visits and audits may be requested for programmatic and/or fiscal review.
- B. This Grant is subject to the examination and audit by the Grantor, or the Grantor's authorized representative(s), or by the State Auditor for a period of three years from the date final payment is made pursuant to the Grant (Gov. Code Section 8546.7). The Grantee shall allow representatives of the Grantor access to records and staff as needed for monitoring and audit activities.

## **X. Reporting Requirements**

- A. A Grantee shall submit narrative reports every three months during the project budget period, due 30 days after the end of each quarter. The quarterly narrative report is due at the end of each project budget period. Receipt and approval of the quarterly narrative report is a prerequisite to process the Reimbursement Claim Form (see Section V). The quarterly report must include the following:
  - 1. Goals and objectives of the approved MAP.
  - 2. All goals and objectives met during the quarter.
  - 3. All goals and objectives not met and why during the quarter.
  - 4. Obstacles or problems encountered and planned solutions.
  - 5. Goals for the next quarter, if applicable.
  - 6. Outcome measure information, as required by the Statewide Evaluation (see Section VII).
  - 7. A Reimbursement Claim Form of all grant funds and matching funds for Comprehensive Drug Court Implementation funds, expended to pay for allowable costs during the quarter (see Section V).

- B. The Comprehensive Report which will be included in the fourth quarter report must also include the following:
  - 1. Goals and objectives for the period.
  - 2. All goals and objectives met.
  - 3. All goals and objectives not met and why.
  - 4. Outcome measure information, as required by the Statewide Evaluation (see Section VII).
- C. The Grantee shall comply and require all their sub-grantees or contractors to comply with the following:
  - 1. The California Outcomes Measurement System (CalOMS), Participant (Admission and Discharge) Records (ADP Form 7360), or any automated systems subsequently developed by Grantor.
  - 2. Drug and Alcohol Services Information System Uniform Facility Data Set (UFDS), incorporated by this reference, or any automated systems subsequently developed by the Grantor.
  - 3. The Drug and Alcohol Treatment Access Report (DATAR), a capacity management system or any automated systems subsequently developed to fulfill the Grantor's capacity management reporting requirements

## **XI. Confidentiality of Information**

- A. The Grantee shall conform to and monitor compliance with all state and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements in Title 42, Code of Federal Regulations (CFR), Part 2; HSC Section 11845.5; and the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule 45 CFR Section 164.524 which establishes an individual's right of access to any individually identified health information.
- B. The Grantee shall ensure that no list of persons receiving services under this Grant is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with legal requirements for confidentiality.

## **XII. Drug Free Work Place**

- A. By signing this Grant, the Grantee certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Work Place Act of 1990 (Gov. Code Section 8350, et seq.), and will provide a drug-free work place by taking the following actions:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Gov. Code Sections 8355 and 8355(a).
  2. Establish a drug-free awareness program as required by Gov. Code Section 8355(b) to inform employees about all of the following:
    - (a) The dangers of drug abuse in the work place.
    - (b) The person or organization's policy of maintaining a drug-free work place.
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (d) The penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by Gov. Code Section 8355 (c), that every employee engaged in the performance of the Grant:
    - (a) Be given a copy of the Grantee's drug-free policy statement.
    - (b) As a condition of employment on the Grant, agree to abide by the terms of the statement.
- B. Failure to comply with these requirements for a drug-free work place may result in suspension of payments under the Grant, or termination of the Grant, or both, and the Grantee may be subject to debarment from future state Grants if the Grantor determines that the Grantee has made false certification, or the Grantee has violated the certification by failing to carry out the requirements as noted above.

### **XIII. Lobbying Activities (State)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities.

### **XIV. Program Fraud Civil Remedies Act**

Grantee certifies that the statements herein are true, complete, and accurate to the best of grantee's knowledge. Any false, fictitious, or fraudulent statements or claims may subject the Grantee to criminal, civil, or administrative penalties. The Grantee organization will comply with the terms and conditions of this award.

### **XV. No Unlawful Use or Unlawful Use Messages Regarding Alcohol and Other Drugs**

The Grantee agrees that information produced through these funds, which pertains to drug and alcohol-related programs, and/or clinics, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program and/or clinic. Additionally, no aspect of a drug or alcohol-related treatment program, and/or clinic, shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [HSC Section 11999 (b) and (d)-(h) et seq.]. The Grantee agrees to enforce these requirements by signing this agreement.

### **XVI. Smoking Prohibition Requirements**

The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC § 6081, et seq.), which, in part, prohibits smoking within any portion of any indoor facility (enclosed structure) owned or leased or granted to, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, grant, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities and are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for in-patient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where the Women, Infants, and Children Program's coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this document, the authorized representative of the Grantee certifies that the applicant organization will comply with the requirements of the Act and will not



allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The Grantee agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly. Failure to comply with law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

## **XVII. Remedies for Noncompliance**

- A. The Grantee shall comply and shall require that all subgrantees or contractors comply with all terms and conditions of this agreement and all pertinent state and federal statutes and regulations.
- B. If a Grantee fails to materially comply with any term or condition of an award, whether stated in a statute or regulation, an assurance, in the multi-agency plan, or the Notice of Grant Award, the Grantor may take one or more of the following actions, as appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Grantor.
  - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend or terminate the current award for the Grantee's program.
  - 4. Withhold further awards for the Grantee's program.
  - 5. Take other remedies that may be available.
- C. Prior to taking remedial action the Grantor and Grantee shall meet to discuss the issues and explore possible mutually agreeable resolutions.
- D. In taking a remedial action, the Grantor will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.
- E. Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless the Grantor expressly authorizes them in the notice of suspension or termination or subsequently.

### **XIII. Termination**

Either party, the Grantor or the Grantee may terminate this Grant Award by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination. The notice shall state the effective date of and reason for the termination.